

**In the Court of Common Pleas, Part 1, yesterday.**

The original note is discharged, but this is not the one effect. The primary effect is to novate the original contract as to time of payment. It is urged that there is no consideration. Cagney agreed to take the note as "collateral security." This was not done by Edwin without any remarks being made by either of them. The facts that Edwin was required to pay, obtained, endorsed, and passed this note to Cagney, and that he was aware of its character; that Edwin, conscious of having obtained money for which she had pledged what she held out to be own, but was in fact Clark's property, was guilty of fraud, and not explanation, were sufficient to lead to the conclusion that the note, if duly attested at the conclusion that the note, if

Some weeks since the furnishing store, No. 571 Eighth avenue, kept by Charles J. Barrett, was broken into during the night and property to the amount of \$500 taken. Captain McIlwaine, of the

validity of the lease, whereby the united railroad and canal companies of New Jersey were leased to the Pennsylvania Railroad Company for the period of 999 years. Messrs. Browning & Voorhees for the appellants, and Messrs. Williamson & Scudder for the respondents.

ready paid by the city, which now seeks reimbursement for the expenditure by assessing the property on the line. The assessments reach as high as \$1,000 and \$1,200 per lot. Assessor Field voted in the negative upon the motion to conduct the assessment.